


Exhibit 8

Case Clip(s) Detailed Report
Monday, November 02, 2009, 10:20:06 PM

Oklahoma Trial Sept 2009

 **Butler, Leasea (Vol. 01) - 08/22/2007 [Oklahoma Trial Group - Cha...]** 1 CLIP (RUNNING 01:35:45.391)

 State your name, please. ...

LB-0822-0000613

74 SEGMENTS (RUNNING 01:35:45.391)



1. PAGE 6:13 TO 7:03 (RUNNING 00:00:43.830)

13	Q	State your name, please.	
14	A	Leasea Dawn Butler.	
15	Q	Ms. Butler, how are you currently employed?	09:07AM
16	A	I work for Cobb-Vantress.	
17	Q	And what do you do for them?	
18	A	I'm director of GP production.	
19	Q	And explain what that is.	
20	A	I am over all of the U.S. grandparents for	09:07AM
21		Cobb-Vantress.	
22	Q	And how long have you had that position?	
23	A	Two years.	
24	Q	And how long have you been with Cobb?	
25	A	Nine years.	09:07AM
00007:01	Q	What did you do prior to having your current	
02		position?	
03	A	I was complex manager at Bates Mountain Farm.	

2. PAGE 8:19 TO 8:22 (RUNNING 00:00:11.664)

19	Q	You understand that here today you're speaking	
20		on behalf of the company Cobb-Vantress. Do you	09:10AM
21		understand that?	
22	A	Yes.	

3. PAGE 9:14 TO 9:20 (RUNNING 00:00:23.641)

14		definitions before we get into that. As to the	
15		period of inquiry that I'm asking my questions	09:11AM
16		concerning, we're addressing here today all of the	
17		time period during which Cobb-Vantress has been	
18		active in the Illinois River watershed. Do you	
19		understand that?	
20	A	Yes.	09:11AM

4. PAGE 10:01 TO 10:06 (RUNNING 00:00:30.490)

00010:01	Q	When I refer to poultry waste, I'm referring	
02		to the bedding material and the feces, urine, the	
03		feed, feathers, all of the things which are in -- on	
04		the floor of a poultry house at the conclusion of	
05		the growing period. Do you understand?	09:12AM
06	A	Yes.	

5. PAGE 12:16 TO 12:18 (RUNNING 00:00:10.771)

16	Q	In terms of the contract, is it true that Cobb	
17		does not negotiate any of the individual terms of	
18		its contracts with growers?	

6. PAGE 12:21 TO 13:02 (RUNNING 00:00:18.077)

21	A	I feel that we do give them the option to	
22		negotiate terms. I mean they can sign the contract	
23		or not.	
24	Q	Or not sign the contract?	
25	A	Yes.	09:16AM
00013:01	Q	So it's basically a take it or leave it	

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00019:01 Q Okay. Your birds eat the food that you
 02 provide?
 03 A Yes.
 04 Q And then through natural processes, that food
 05 becomes the feces and urine that goes onto the 09:28AM
 06 bedding?
 07 A Yes.
 08 Q And that bedding is purchased by you?
 09 A Yes.
 10 Q In your contract am I correct that there's no 09:28AM
 11 provision in it that passes title of the bedding to
 12 the producer?

13. PAGE 19:15 TO 19:18 (RUNNING 00:00:17.460)

15 A The verbiage is not in the contract, no. 09:28AM
 16 Q The producer, though, is required as part of
 17 his tasks to remove the waste at the end of the
 18 growing cycle; correct?

14. PAGE 19:21 TO 19:21 (RUNNING 00:00:01.091)

21 A Correct.

15. PAGE 19:24 TO 20:15 (RUNNING 00:01:10.562)

24 MR. BULLOCK: This is still on that same
 25 contract, TSN 60 -- it's on Exhibit 40 and it's TSN 09:29AM
 00020:01 60277 SOK.
 02 Q You want to read Paragraph 8 on Page 2 of the
 03 contract into the Record, please?
 04 A The producer shall be responsible for removing
 05 all dead birds and litter and shall dispose of such 09:29AM
 06 in accordance with the company's specifications and
 07 applicable laws. The producer agrees to maintain an
 08 accurate mortality record.
 09 Q The company's specifications that are
 10 referenced in that paragraph, where can I find 09:30AM
 11 those?
 12 A I do not know.
 13 Q Do you instruct your service techs as to those
 14 specifications?
 15 A Yes. 09:30AM

16. PAGE 20:17 TO 21:01 (RUNNING 00:00:53.993)

17 A Yes. Most of that deals with our biosecurity
 18 policies.
 19 Q Does it -- does the company have any
 20 specifications which deal with how to handle, as it 09:30AM
 21 says, or how to dispose, as it says here, of the
 22 litter?
 23 A Per applicable laws.
 24 Q Beyond that, does the company instruct the
 25 grower or the producer how to dispose of the bedding 09:31AM
 00021:01 and feces from Cobb?

17. PAGE 21:04 TO 22:19 (RUNNING 00:02:39.656)

04 A No, and the reasoning for that is, if they're
 05 following the applicable laws, we feel like they're 09:31AM
 06 doing with it as they should.
 07 Q Well, what does Cobb do to ensure that what
 08 you provide is being -- if, that is, if they are
 09 following the law, how do you ensure that your
 10 producers are in fact following the law in disposing 09:31AM
 11 of the bedding and waste, the waste from your
 12 chickens and the bedding that you purchased at the
 13 end of the grow cycle?

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21 Bates Mountain?
 22 A I do not know.
 23 Q Did you inquire?
 24 A No.

57. PAGE 77:06 TO 78:02 (RUNNING 00:01:22.730)

06 Q What size truck does Mr. Bates use when you've
 07 seen him hauling?
 08 A You mean Mr. Barnes?
 09 Q Barnes.
 10 A It was -- whenever I was there, it was a 12:40PM
 11 spreader truck.
 12 Q It wasn't a long-haul truck?
 13 A No.
 14 Q Okay. Mr. Barnes ever indicate to you how far
 15 he was taking the poultry waste from the Bates 12:40PM
 16 Mountain facility?
 17 A No.
 18 Q Did you ever ask him?
 19 A No.
 20 Q These -- did you ever inquire as to whether he 12:41PM
 21 was taking it to where there was a poultry or a
 22 nutrient management plan?
 23 A No. As I've stated before, that the -- you
 24 know, I am aware that he has a litter applicator's
 25 license and that we, doing business with him, have 12:41PM
 00078:01 not ever been told that he was not applying it or
 02 where he was applying it.

58. PAGE 78:07 TO 78:15 (RUNNING 00:00:37.789)

07 Q Is there a policy at Cobb not to inquire as to
 08 where poultry waste is -- what the destination of a
 09 hauler is with poultry waste?
 10 A There's no policy. 12:42PM
 11 Q It's just been the practice not to do so?
 12 A There's just no need. I mean we've gone with
 13 what the regulations state, and knowing that he has
 14 a litter applier's license, we let the State
 15 regulate that. 12:42PM

59. PAGE 78:21 TO 81:13 (RUNNING 00:04:49.087)

21 Q Let's go to 69, which was the application
 22 you've filled out. It is Bates stamp number 52. If
 23 you'll go to that, it's actually the third page.
 24 A Yes.
 25 Q It lists there -- in fact, it says 640 acres 12:43PM
 00079:01 but on Line 1; do you see that?
 02 A Yes.
 03 Q Let's go to Line 2. This is your handwriting;
 04 correct?
 05 A Correct. 12:43PM
 06 Q Where you inform the Arkansas DEQ of -- that
 07 there's an estimated 225 tons of manure or litter
 08 generated by the operation per year; do you see
 09 that?
 10 A Yes. 12:44PM
 11 Q How did you arrive at that number?
 12 A Working off of the number of birds placed
 13 within a year, the number of placements, the number
 14 of times that we used those houses and then the
 15 number of times we moved then to hen house and then 12:44PM
 16 just knowing how much bedding we put in there and
 17 estimating.
 18 Q There are not too many variables to come up
 19 with that type of an estimate?